

## **SERVICE AGREEMENT**

CLIENT: City of Angleton

ADVANCE PAYMENT: \$3,000.00

SERVICES: MTL will assist Clinet with its IRS employment tax audit and/or appeal.

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### **Terms of Agreement**

This Service Agreement ("Agreement") is entered into by and between the Client, as identified above, and Mitchell Tax Law, LLC ("MTL") as of the date the fee provided for herein is paid. No additional services shall be provided absent a written agreement signed by both parties.

#### **PAYMENT:**

Client agrees to pay the Advance Payment to MTL. This money is a minimum fee for the reservation of MTL's services, to ensure that MTL will not represent anyone else relative to Client's matter without Client's consent.

- The minimum fee will be earned by MTL immediately upon payment and will be deposited in MTL's business account rather than a client trust account;
- MTL will provide services to Client on an hourly basis until the value of those services is equivalent to the minimum fee;
- When this Agreement ends, Client will not be entitled to a refund of any portion of the minimum fee, even if the Agreement ends before MTL has provided services equivalent in value to the minimum fee, unless it can be demonstrated that the minimum fee is clearly excessive fee under the circumstances; and
- Once the sum of the charges exceed the minimum fee, Client agrees to make additional advance payments to cover services provided in excess of the minimum fee and MTL shall not be obligated to provide any services in excess of the amount of the advance payment on account and this Agreement shall terminate if Client fails to timely advance additional advance payments as instructed by MTL.

Our current hourly rates are as follows: \$425/hour for a partner attorney, including Kreig Mitchell, \$350/hour for an attorney with six or more years of experience, \$300/hour for other attorneys, \$150/hour for senior paralegals, \$125/hour for other paralegals, \$100 for legal assistants or tax analysts, and \$75/hour for administrative professionals. There is an additional \$25/hour if the attorney is also a managing director. MTL periodically revises its hourly fees and reserves the right to do so once

each year. If our hourly fees are revised, MTL will provide a copy of the revised fee schedule to Client one month in advance of the date the revised hourly fees will take effect. Note that emails and phone calls will be billed in 10-minute increments.

**STANDARD TERMS:**

This Agreement includes the Standard Terms set out below. Client acknowledges that he/she has read the Standard Terms.

By signing this agreement, Client agrees to be bound by the terms of this Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

## STANDARD TERMS

This Service Agreement ("Agreement") is entered into by and between the client identified above ("Client") and Mitchell Tax Law, LLC ("MTL"), a Texas limited liability company.

This Agreement will not take effect and MTL will have no obligation to provide services for Client until Client returns a signed and dated copy of this Agreement, any required intake form(s), and makes the payment called for in this Agreement.

In addition to paying the fees described above, Client shall reimburse MTL for all costs (i.e., out-of-pocket expenses) reasonably incurred by MTL in connection with Client's matter, including but not limited to: filing fees; attorney ad litem fees, courier or delivery services; out-of-office photocopying at actual costs; parking; mileage at the current IRS financial standards mileage rate; and other similar items.

If any tax returns need to be prepared and/or bookkeeping services are required for MTL to provide the legal services called for by this Agreement, the tax preparation and/or bookkeeping services will be listed above as "services" to be provided pursuant to this Agreement. MTL shall engage BKPR Group LLC ("BKPR") to perform said tax return preparation and/or bookkeeping services to assist MTL in providing legal services to Client. BKPR shall bill MTL directly for these services and the Client agrees to pay MTL for these services as part of the fee to be paid to MTL, set out above.

MTL represents multiple parties which may create a conflict of interest. If applicable, by signing this Agreement Client acknowledges this potential conflict of interest and expressly authorizes MTL to represent Client in this matter.

Client acknowledges that MTL cannot take sides in any dispute between spouses, business partners, employees, etc. regarding any tax matter affecting either or both of them. Client waives any conflict of interest that may arise in regard to such dispute. It is agreed that any information communicated to one spouse, business partner, etc. by MTL shall be deemed communicated to all parties.

Client acknowledges and agrees that MTL will, in performing the services, base its conclusions on the facts and assumptions that Client furnishes and that MTL may use records, data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that MTL shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to MTL could have a material effect on MTL's conclusions.

This Agreement may be terminated by either of us at any time. In any case, this agreement will terminate after the completion of services.

Client must terminate by giving written notice to MTL not less than 30 calendar days before the effective date of termination and the engagement will be terminated effective on the 30th calendar day. In the event that Client terminates this Agreement, Client agrees to be responsible for all fees and charges incurred through the date of termination.

To be clear, please be advised that this Agreement shall terminate and MTL will withdrawal from the matter if, for example, but not limited to, Client fails to provide information requested by MTL as needed to carry out the services provided in the Agreement, Client fails to respond timely to MTL, Client breaches any term of this Agreement, or the services reach their final conclusion as determined by MTL in its sole discretion.

No partial invalidity of this Agreement shall affect the remainder of the Agreement.

Any dispute or claim arising out of or relating to the Agreement between the parties or the services provided thereunder shall be brought in any court of competent jurisdiction located in Houston, Texas. Texas law shall apply.

If MTL has to bring suit to collect unpaid fees or amounts due to MTL under this Agreement, MTL shall be entitled to an award of attorney's fees and costs, including expert witness fees. Interest shall accrue on unpaid fees or amounts due to MTL at the highest lawful rate allowed in Texas and shall begin from the date the services are invoiced by MTL.

#### NO WARRANTIES, GUARANTEES

MTL's services under the Agreement are subject to and will be performed in accordance with professional standards applicable to the services provided by MTL. MTL disclaims all other warranties, either express or implied and makes no guarantee of success or result.

Neither Client nor MTL shall be liable to the other for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Agreement for an aggregate amount in excess of the fees paid or owing to MTL under the Agreement. In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs

#### USE OF ELECTRONIC COMMUNICATION/STORAGE

MTL may communicate with Client by electronic mail or otherwise transmit and store documents in electronic form during the course of this engagement. Client accepts the inherent risks of these forms of communication and storage (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that MTL transmits to Client unless no such hard copy is transmitted by MTL to Client.

Information relating to services MTL provides to Client, including communications between MTL and Client and material MTL creates in the course of providing said services, may be privileged and protected from disclosure to the IRS or other governmental authority in certain circumstances. As MTL is not able to assert the privilege on Client's behalf with respect to any communications for which privilege has been waived, Client agrees to notify MTL of any such waivers, whether resulting from communications with MTL or third parties in the same or a related matter. Client agrees that MTL will not assert on Client's behalf any claim of privilege unless Client specifically instructs MTL in writing to do so after discussing the specific request and the grounds on which such privilege claim would be made. Notwithstanding the foregoing, Client acknowledges that in no event will MTL assert any claim of privilege that MTL concludes, after exercising reasonable judgment, is not valid.

MTL often works on sensitive and difficult matters. Client agrees not to disparage or encourage others to disparage MTL. For purposes of this agreement, the term disparage is defined broadly to include, without limitation, comments or statements made in any matter or medium in the press and/or the media and/or on the internet about MTL which would adversely affect any manner of the conduct of the business of MTL, without limitations, to MTL's interactions or dealings with Client or others; MTL's business plans, prospects, or operations; or the business reputation of MTL. MTL agrees to be bound by the same with respect to Client.

Amendments and additions to this Agreement shall be dated and signed by all parties in the margins of the relevant text.